

3/20/2015

Referred to (name of) Committee

W &amp; M

Public Hearing

4/13/2015

2nd Reading and Final Passage

4/17/2015

2015-Or- 008

# AN ORDINANCE of the CITY OF MINNEAPOLIS

By Quincy

**Amending Appendix H of the Minneapolis Code of Ordinances relating to the Minneapolis Cable Communication Franchises and adopting and granting new Cable Franchise between the City of Minneapolis and Comcast of Arkansas/Florida/Louisiana/Minnesota/Mississippi/Tennessee, Inc.**

The City Council of the City of Minneapolis do ordain as follows:

Section 1. That Appendix H, Chapter 1, Section 2.1 (z) of the Minneapolis Code of Ordinances be amended to read as follows:

(z) *Access Channels*. The Grantee shall provide nine (9) channels to be used for Public, Educational or Government programming.

~~(1) In its sole discretion, Grantee may elect to provide video-on-demand ("VOD") government access with up to 20 hours of government access programming stored on the Grantee's server at no cost to the City continuing through the term of the Franchise, reducing the number of PEG channels by one channel; video-on-demand educational access with up to 20 hours of educational access programming, as selected by the City, stored on the Grantee's server at no cost to the City continuing through the term of the Franchise, reducing the number of PEG channels by another channel; and, government training video-on-demand programming, with up to 20 hours of government training programming, as selected by the City, stored on the Grantee's server at no cost to the City starting in 2008-2009 and continuing through the term of the Franchise, reducing the number of PEG channels by another channel. The City may identify VOD programming described herein that shall be viewable only by the City and not Grantee's subscribers generally. To the extent feasible, Grantee, at no cost to the City, shall block access to such identified VOD programming to its subscribers generally and provide access to the City discretely. The City may change the video programming stored on the Grantee's server on a regular basis;~~

(1) Grantee shall provide video-on-demand ("VOD") PEG access with (1) up to 10 hours of standard definition programming capacity, or (2) up to 2 hours of high definition programming capacity and 5 hours of standard definition programming capacity. The City or its designated PEG Access Programmer shall have sole discretion as to the selection of VOD content. The City or the designated PEG Access Programmer shall be responsible for uploading PEG content to the VOD FTP server pursuant to the procedures required by Franchisee's VOD system and in the required format, and shall be responsible for entering all necessary information for populating the VOD menu system. Grantee shall determine the placement of PEG VOD programming within the VOD menu system, typically under a "Local" menu with other local VOD content. The City will have its own VOD folder under the service menu. Grantee shall use reasonable efforts to promote the PEG VOD, which could include bill messages or inserts, and/or email and social media marketing.

Twenty-four months after the City commences utilizing PEG VOD capacity, upon the City's request Franchisee will review the available PEG VOD viewership statistics for the prior six months with the City. If for the prior six months the City's PEG VOD programs attain an average viewership of 1000 views per month, the City may request (1) an additional 10 hours of standard definition PEG VOD programming, or (2) and additional 2 hours of high definition PEG

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VOD programming capacity (a total of 4 hours of HD programming) and an additional 5 hours of standard definition PEG VOD programming capacity (a total of 10 hours of SD programming).  
"Views" means a user watched at least half of the available program.

(2) In its sole discretion, the City may elect at any time during the franchise term in 2009 or after to convert one of the PEG channels to high definition, reducing the number of PEG channels by another channel, not counting the channel converted;

(2) a. Upon 90 days' notice, Grantee will carry one of the existing standard definition (SD) PEG channels in high definition (HD) format on the cable system such that the City will have 9 PEG Channels, 8 SD and 1 HD PEG channels. The City represents that it has or will have available by that date sufficient local, non-character generated programming in HD format so as to provide content of value to viewers and not have a blank channel. Any time after twelve months from the date of this Agreement, Grantee upon request will carry an additional PEG channel in HD in the same manner as the first HD channel, such that the City will continue to have 9 PEG Channels; 7 carried in SD and 2 carried in HD. Any time after thirty-six months from the date of this Agreement, Grantee upon request will carry one additional PEG channel in HD in the same manner as the first HD channel, such that the City will continue to have 9 PEG Channels; 6 carried in SD and 3 carried in HD. Grantee may choose to simulcast all of the SD PEG Channels in HD.

b. Grantee will deliver the high definition signal to subscribers so that it is viewable without degradation, provided that it is not required to deliver an HD PEG Channel at a resolution higher than the highest resolution used in connection with the delivery of local broadcast signals to the public. Grantee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, amount of system capacity or bandwidth, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality comparable (meaning indistinguishable to the viewer) to broadcast HD channels carried on the cable system.

c. The HD PEG channel will be assigned a number near the other high definition local broadcast stations if such channel positions are not already taken, or if that is not possible, near high definition news/public affairs programming channels if such channel positions are not already taken, or if not possible, as reasonably close as available channel numbering will allow.

d. City acknowledges that HD programming may require the viewer to have special viewer equipment (such as an HDTV and an HD-capable digital device/receiver), but any subscriber who can view an HD signal delivered via the cable system at a receiver shall also be able to view the HD PEG channels at that receiver, without additional charges or equipment. By agreeing to make PEG available in HD format, Grantee is not agreeing it may be required to provide free HD equipment to customers including complimentary municipal and educational accounts and universal service accounts, nor modify its equipment or pricing policies in any manner. City acknowledges that not every customer may be able to view HD PEG programming (for example, because they don't have an HDTV in their home or have chosen not to take an HD capable receiving device from Grantee or other equipment provider) or on every TV in the home.

e. Grantee will provide a bill message announcing the launch of each HD PEG channel; however City acknowledges that not all customers may receive the bill message notice in advance of the channel launch in the interests of launching the channel sooner.

f. Grantee will make available to the City the ability to place PEG channel programming information on the interactive channel guide by putting the City in contact with the electronic programming guide vendor ("EPG provider") that provides the guide service. Grantee will be responsible for providing the designations and instructions necessary to ensure the channels will appear on the programming guide throughout the City and any necessary headend costs associated therewith. The City shall be responsible for providing programming information to the EPG provider. Grantee shall pay any costs the EPG provider charges to programmers who participate in its service.

g. Grantee will continue to provide, at no cost to the City, air time on non-PEG channels during periods in which ample unsold/unused air time on such channels exists, in a manner consistent with past informal practice, for City public service announcements (PSAs). The City will provide a 30-second PSA prior to the start of each month on a mutually agreed-upon schedule.

h. In the event Grantee makes any change in the Cable System and related equipment and facilities or in its signal delivery technology, which requires the City to obtain new equipment in order to be compatible with such change for purposes of transport and delivery of the Access Channels to the Grantee's headend, Grantee shall, at its own expense and free of charge to the City or its designated entities, purchase such equipment as may be necessary to facilitate the cablecasting of the Access Channels in accordance with the requirements of the Franchise.

i. Grantee shall provide, at no cost to the City, a technically reliable upstream and downstream path for transmission of certain public Access Channels, which will in no way degrade the technical quality of the public Access Channels, from the Minneapolis Telecommunications Network, 1620 Central Avenue NE, Suite 175, Minneapolis, MN 55413.

(3) ~~Notwithstanding Sections 3.1(z)(1) and 3.1(z)(2) above, the number of PEG channels shall not be reduced below six (6); and~~

(4) ~~3~~ For purposes of this Franchise, the term channel shall be as commonly understood and is not any specific bandwidth amount.

(5) ~~4~~ Neither the Grantee nor the officers, directors, or employees of the Grantee is liable for any penalties or damages arising from programming content not originating from or produced by the Grantee and shown on any public access channel, education access channel, government access channel, leased access channel, or regional channel.

(6) ~~5~~ The franchisee shall provide to each of its subscribers who receive Cable Service offered on the system, reception on at least one specially designated access channel.

Certified as an official action of the City Council:

*EM*

RECORD OF COUNCIL VOTE (X INDICATES VOTE)													
COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN	COUNCIL MEMBER	AYE	NAY	ABSTAIN	ABSENT	VOTE TO OVERRIDE	VOTE TO SUSTAIN
Reich	X						Glidden	X					
Gordon	X						Cano	X					
Frey	X						Bender	X					
B Johnson	X						Quincy	X					
Yang	X						A Johnson	X					
Warsame	X						Palmisano	X					
Goodman	X												

APR 17 2015

ADOPTED

DATE

ATTEST

*Daisy McPar*  
CITY CLERK



APPROVED



NOT APPROVED



VETOED

*[Signature]*

APR 20 2015

MAYOR HODGES

DATE